

# **Collective Bargaining Agreement**

**Between**

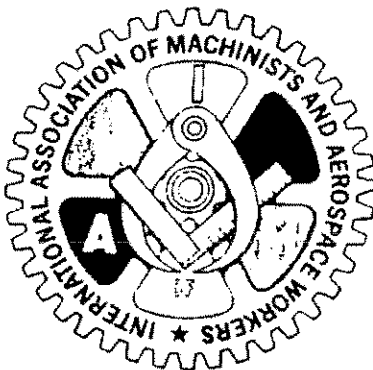


**And**

**The International Association of Machinists and**

**Aerospace Workers, AFL-CIO**

**Local Lodge 2552, District 74**



**Logistics**

**April 1, 2008 to March 31, 2012**

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## AGREEMENT

The Agreement made this 1st day of April 2008, by and between the EG&G Technical Services, Inc., (hereinafter referred to as the "Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 74, Local Lodge 2552 (here-in-after referred to as the "Union") covering certain employees of the company employed at National Aeronautics and Space Administration facility at the Wallops Flight Facility, Wallops Island, Virginia, and assigned under NASA Contract No. NAS5-01080.

### ARTICLE I - RECOGNITION AND CERTIFICATION

**Section 1.** It is hereby agreed that the parties hereto desire to enter into an agreement for their mutual interest to promote harmony, efficiency and mutual understanding and to establish wages, hours and working conditions, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

**Section 2.** The Company recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, as the sole and exclusive collective bargaining representative for all employees covered by this Agreement as certified by the National Labor Relations Board in Case No. 5-RC 8846.

### ARTICLE II - GOVERNMENT RESPONSIBILITY

The Union recognizes that the Company is a Contractor to the Federal Government at NASA-Wallops Flight Center, Wallops Island, Virginia, and that the Company is required at all times to fully meet its obligations as a contractor. Nothing in this Agreement is intended nor will any provision of this Agreement inure to prevent the Company from fully meeting its obligations and responsibility as a Contractor. The Union fully recognizes that from time to time the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules or regulations, including those covering security, health and safety, passports, etc., as may be promulgated or imposed by the Government, statements to the contrary in this Agreement notwithstanding.

### ARTICLE III - UNION ACTIVITY AND NON-DISCRIMINATION

**Section 1.** The Company and the Union mutually agree that there shall not be any discrimination, interference, restraint or coercion by either party against any employee because of his or her membership or non-membership in the Union. There shall be no harassment or discrimination against any employee exercising his right to file a grievance.

**Section 2.** There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, handicap, veteran status or other status protected by applicable federal, state or local law or regulations. The Union agrees to recognize the Company's Affirmative Action Program and established underutilization goals.

- A. All references to "employee", "employees", "man", or "men", "he", "him", or "his", in this Agreement refer to both male and female employees. The terms are used for sole purpose of brevity and clarity of language construction only, and do not imply or refer to sex or gender in any way what so ever.
- B. Each employee shall adhere to the provisions and intent of Section 2 of this Article, in his dealings with fellow employees, suppliers and customers of Company under its contract no. NAS5-01080.

## **ARTICLE IV - UNION REPRESENTATION**

**Section 1.** The Company will recognize one (1) Senior Steward and two (2) Shop Stewards who shall be selected from the group of full time employees within the bargaining unit who have satisfactorily completed their probationary period. The Union will specify the selected Stewards in writing to the Company. The shop stewards will be allowed reasonable time during working hours to investigate complaints, process grievances and meet with the Company in connection with their responsibilities.

**Section 2.** In exercising their responsibilities to the bargaining unit employees, the stewards shall guard against the use of excessive or unnecessary work time and will not unduly interfere with the operations of the Company, and not unduly interfere with performance of the Company's contract with NASA.

**Section 3.** Upon prior notice to the Company's Project Director, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, and to ascertain if the Agreement is being adhered to. It is expressly understood and agreed that in the event the authorized agent of the Union wishes to see an employee or employees in the bargaining unit, the Union shall first advise the Company's Project Director of the name(s) of such employee(s), and he shall determine if such employee(s) can be released from their respective work stations without undue interference in the performance of the Company's responsibilities under its contract with NASA, and shall advise the Union of such employee(s) availability.

**Section 4.** The Steward shall be granted preferential seniority and will be retained without regard to seniority, as long as the Company has work that they are qualified to perform. In the event the Steward is laid off or terminated (for lack of work he/she is qualified to perform) he shall be the first recalled when work he is qualified to perform becomes available.

**Section 5.** The steward will have a mailbox, which the Company shall use to distribute needed paperwork. This paper work will include all job postings and seniority lists.

**Section 6.** Nothing in this article shall be construed as the right to deny the Directing Business Representative the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the Grievance Procedure.

**Section 7.** The Union and Company shall be free to withdraw a grievance at any step of the grievance process without prejudice.

## **ARTICLE V - MANAGEMENT RIGHTS**

**Section 1.** The Company shall have the full and exclusive right of management of the business, including, but not limited to, the direction of the workforce, the right to plan, direct and control all business operations, assignment of duties, scheduling of all hours of work, right to hire, suspend or discharge for just cause, promote, demote or transfer, on the basis of qualifications, performance, ability, skills, and/or seniority, as shall be determined by the Company unless otherwise provided in this agreement, the right to layoff employees because of lack of work or other business reasons, change or eliminate existing jobs or to create new jobs, to promulgate reasonable work and/or safety rules, determine reasonable work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices and the right to perform work of any kind or nature relative to the scope of work in NASA Contract No. NAS5-01080.

**Section 2.** The foregoing enumeration of the Company's rights shall not be deemed to exclude other rights, including preexisting rights and right it has by law and otherwise, which do not conflict with the provisions of this agreement. Nothing in this agreement shall limit or be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management including the right to make such agreements and enter into such agreements as it may deem necessary to the successful operation of its business.

**Section 3.** The Company agrees not to subcontract bargaining unit work that will directly cause the reduction of hours, layoffs, or termination of bargaining unit employees.

#### ARTICLE VI – DUES CHECK-OFF

**Section 1.** The company agrees to deduct union dues or service fees levied by the International Association of Machinist and Aerospace Workers in accordance with the constitution and bylaws of the union from the pay of each employee who is or who makes application to become a member of the union, or elects to pay a service fee, within the scope of the bargaining unit as covered by this agreement with the "Authorization of Check-off of Dues" form set forth below, has authorized the company to do so.

**Section 2.** Upon delivery to the Company of a lawful and valid written check-off authorization, signed and dated by the individual employee the Company will deduct from his/her pay each month initiation fees, if any, and regular Union dues in an amount fixed by the Union. The Company shall forward all dues deductions to the District Lodge no later than 15 days following the month in which the dues were deducted. The Union shall inform the Company any time that an employee revokes a dues deduction authorization. The form for such authorization for deduction of dues shall be as follows:

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
MEMBERSHIP APPLICATION AND/OR CHECK-OFF AUTHORIZATION

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMPLOYER: \_\_\_\_\_  
EMPLOYEE ID: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Membership Application Check here**  
I hereby apply for membership in the International Association of Machinists and Aerospace Workers, Local \_\_\_\_\_, District \_\_\_\_\_, and I agree to pay the initiation fee of \_\_\_\_\_ and the regular dues of \_\_\_\_\_ per month.

**Check-off Authorization Check here**  
I hereby authorize the International Association of Machinists and Aerospace Workers, Local \_\_\_\_\_, District \_\_\_\_\_, to deduct from my pay the initiation fee of \_\_\_\_\_ and the regular dues of \_\_\_\_\_ per month.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

For Official Use Only

**Section 3.** All employees may make application for membership after the 61st day of employment

**Section 4.** The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs, and / or by reason of action taken or not taken by the Company for the purpose of complying with any provisions of this Article or in reliance upon any list, notice of assignment furnished by the Union under any such provision.

#### **ARTICLE VII - SAVINGS CLAUSE**

**Section 1.** Should any part or provision of this Agreement be rendered invalid by final judgment of a court of competent jurisdiction by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision hereof shall not serve to invalidate the remaining provisions, and they shall remain in full force and effect for the term of this Agreement.

**Section 2.** Upon such invalidation the parties agree to attempt to negotiate a substitute provision(s) for such parts or provisions rendered or declared illegal or an unfair labor practice. In the event the parties are unable to agree upon such substitute provisions the dispute may at the request of either party be referred to a Federal mediator.

#### **ARTICLE VIII - INITIAL REVIEW PERIOD**

An employee who has never accrued seniority under this agreement or predecessor agreements between the Company and the Union, or an employee rehired after termination of seniority shall be in initial review status until completion of (60) sixty days employment. An employee in initial review status shall be covered by the terms and conditions of this Agreement. An employee under initial review shall be entitled to all benefits with exception to the following. The discipline or discharge of an employee who is in initial review status shall not be in violation of this Agreement, and shall not be subject to the grievance and arbitration provisions of this Agreement.

#### **ARTICLE IX - STRIKES AND LOCKOUTS**

**Section 1.** The Company agrees that during the term of this Agreement it will not engage in a lockout of its employees. The Union agrees that during the term of this Agreement there shall not be any strikes, sympathy strikes, sit-downs, slowdowns, work stoppages, boycotts, picketing, or any other refusal to work or any other interference with the operations of the Company, directly or indirectly, by any employee or group of employees, and that no officer, agent, representative, steward or member of the local Union or the Union shall ever authorize, call, participate in, instigate, aid, condone or acquiesce in any such actions and that no employee covered by this Agreement shall participate in any of such actions.

##### **Section 2. Responsibility**

- A. The Company, on its part agrees to adhere to the provisions contained herein for the settlement of grievances and will not engage in any lockout of employees as the result of a labor dispute.
- B. Neither the Union nor employees will authorize, assist, support, permit or cause or take part in any picketing or interruption of the Company's operation for any reason. Any employee taking part in or assisting or supporting such picketing or interruption of such operations shall be subject to discipline including discharge. In the event that any such unauthorized strike or work stoppage enumerated above shall occur during the term of this Contract, the Union or its officers will take reasonable steps to terminate the interruption immediately.

- C. The Union shall not question the unqualified right of the Company to discipline or discharge employees engaging in, participating in or encouraging such action. It is understood that such action on the part of the Company shall be final upon the Union and its members, and shall in no case be construed as a violation by the Company of any provision of this Contract. Only the issue of fact as to whether or not any particular employee has engaged in, participated in or encouraged any such violation is subject to the grievance procedure and arbitration.

## **ARTICLE X - SAFETY AND HEALTH**

**Section 1.** Any protective devices or other safety equipment necessary to protect employees from injury will be provided by the company with no cost to the employee and shall be utilized by the employees in the performance of their job tasks. Protective clothing and equipment furnished by the Company shall remain the property of the Company and each employee shall be responsible for the proper use and care thereof. The Company agrees to provide raingear to any employee that is required to work outside during inclement weather. Employees are required to keep all rain gear in their work area. Rain gear will be stenciled with Government/Company markings.

**Section 2.** Full time employees who are required to wear protective shoes will be allowed an allotment for the purchase of shoes. New employees shall be eligible for a prorated allotment following the successful completion of their initial review period. New employees hired during the period February through June will receive the full reimbursement amount. Those hired during the period July through December will receive 50% of the allotment.

A shoe allotment of \$133.00, before taxes, shall be paid to all eligible employees in January of each year. All safety shoes shall meet current ANSI specifications and employees are responsible to maintain the shoes in a safe condition.

**Section 3.** The company will reimburse employees requiring prescription safety glasses, on a regular or sustained basis, up to fifty dollars (\$50) every two years upon submittal of a receipt for the purchase of the safety glasses.

**Section 4.** In the event an employee suffers an injury on the job in the course of his employment and is required to leave work to the doctor, he shall be paid for the balance of his shift on the day such injury occurs. If the employee is able to return to work after visiting the doctor, he shall do so and will be compensated for the time spent at the doctor. If the employee does not return to the job, he must have a doctor's slip releasing him from work for the day and a release back to work upon his return.

**Section 5.** All employees are required to report all on the job injuries to their Supervisor on the day of injury/incident. This will ensure proper treatment as well as proper documentation and administration in accordance with OSHA procedures.

**Section 6.** The Company and the Union agree and recognize that employees may from time to time have meritorious suggestions for improvement of safety conditions within the Company's operations. Therefore, the Company and the Union encourage employees to reduce any such safety suggestions to writing and submit it to the Company for consideration. It is further recognized and agreed that the Company may from time to time schedule safety meetings and require attendance by employees. Attendance shall be compensated for the time actually spent at such safety meetings the employee's applicable rate of pay.

**Section 7.** At least once a year the Company shall conduct a safety walk-around inspection of the premises. A Union representative shall have the right to accompany the inspection team, in their respective work areas, during regular duty hours without loss of pay.

**Section 8.** For safety reasons, the company will ensure that two truck drivers are available for transports that require an operator and spotter (e.g. winch, dove-tail, etc.).

**Section 9.** Should the Company have reason to believe an employee covered hereby is unable to satisfactorily perform the duties of his/her job classification, such employee shall be required to take such medical examinations as may be directed by the Company. The Company shall pay for such required examinations. Should an employee fail to pass they Company's medical examination and, as a result thereof, is determined by the Company to be unable to perform the duties of his/her job classification, the Company agrees to meet with the Union to discuss any potential reassignment of the employee to an open position for which he/she is qualified and able to perform. Bumping rights do not apply to this section. Lack of job availability is not grievable under this agreement.

## **ARTICLE XI - GRIEVANCE AND ARBITRATION**

**Section 1.** A grievance is defined as an employees and/or unions dissatisfaction regarding conditions of employment, disciplinary action and the alleged violations of the provisions of this Agreement. It is the intent of this Article to establish means for prompt adjustment of working problems and personal grievances at the job level by a conference between the immediate Supervisor and the employee involved, provided a Union Representative has been given an opportunity to be present. If not resolved at this informal level, a formal grievance shall be filed and processed in accordance with the steps and time limits and mutually agreed upon extensions specified below.

Except for payroll adjustments, no grievances shall be filed or processed based on facts, events or omissions within the employee's knowledge that has occurred more than five (5) calendar days before such grievance is filed.

**Section 2.** Grievances shall be processed in accordance with the following procedures:

First Step: An employee having a grievance shall present the same verbally to his immediate Supervisor during the workday in which the act or condition originating the grievance occurs, if possible, but in no event not later than five (5) calendar days from the day on which the event giving rise to the grievance occurred. A steward shall be given the opportunity to be present if the employee so desires. The Supervisor shall render his decision within five (5) calendar days.

Second Step: Should the grievance not be satisfactorily settled by the discussion outlined in Step 1 above, or the relief sought is not within the Supervisor's authority to grant, the Union shall submit the grievance in writing on a grievance form agreed upon by the Company and Union, to the Project Director within five (5) calendar days thereafter. The written grievance presented must contain the basis of the employee's claim, articles violated and the suggested remedy. Within seven (7) calendar days from the time the employee or Steward submits the written grievance, a designated Union Representative shall meet with the Project Director or his designated representative and they shall make every effort to settle the dispute.

Third Step: If the above procedure has been followed and the parties are still unable to settle the grievance, either party may request in writing, the Federal Mediation and Conciliation Service to submit a list of five (5) Arbitrators from which the Company and Union shall choose an impartial Arbitrator to decide the controversy. The Company the Union will alternately strike names from the



panel, and the last remaining name shall be the chosen Arbitrator. The Arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The Arbitrator's decision shall be final and binding on the parties.

**Section 3.** The Union and the Company shall equally share the expenses and fee of the neutral Arbitrator. Each party shall make all arrangements, including pay and/or expenses of any witnesses called or other representatives or persons requested to attend any arbitration case. The number of employee witnesses summoned at any one time shall not be greater than the number which can be spared without interference with the operation of the Company's work.

**Section 4.** All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Company to respond within the time limits shall constitute a basis for the Union to escalate the grievance to the next step. Failure of the union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Company to deny and forever bar the grievance.

**Section 5.** In any case involving discharge or discipline imposed by the Company where back wages are awarded, said back wages will be minus any moneys that the employee earned including any unemployment compensation or substitute earning during the period of discharge or suspension. If at any time the Employment Office makes retroactive adjustments in compensation, adjustment in reimbursements will be made accordingly. The Company shall have the right to require the Grievant to produce any records as evidence of such compensation and can require the employee to sign an affidavit stating the accurate accounting of his back wages and earnings.

**Section 6.** Nothing in this Agreement shall be construed to prevent an employee from discussing any problem with his supervisor(s), the Project Director, or any other official of the Company, but there shall be no formal grievance until it has been reduced to writing. The Union agrees that neither a Steward nor other Union officials shall solicit grievances.

**Section 7.** A grievance challenging an employee's discharge for cause may be presented in writing directly to the Company's Project Director and taken up as provided in Step 2 above. No such grievance shall be considered unless submitted within seven (7) calendar days from the date of such discharge.

## **ARTICLE XII - SENIORITY**

**Section 1.** Bargaining unit seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employee's latest date of hire, and shall be recognized on a bargaining unit wide basis. In administering this Agreement, the principle of seniority shall be the determining factor in effecting layoffs, recalls, promotions, and demotions.

**Section 2.** The Company shall furnish the Union a seniority list of all employees in the bargaining unit once every six months (January and July). Such list is to include the name classification, latest date of hire, and wage rate of each employee.

**Section 3.** Seniority shall be canceled and terminated upon the happening of any one of the following events:

- 1) Employee quits.
- 2) An employee is discharged.

- 3) An employee fails to return to work within five (5) calendar days of notice of recall given by the Company by registered or certified mail, and sent to the last known address of the employee.
- 4) An employee is absent without previously notifying the Company, except in cases of extenuating circumstances
- 5) An employee overstays a leave of absence without notifying the Company, except in cases of extenuating circumstances.
- 6) An employee engages in other employment during an unpaid leave of absence without obtaining the prior written permission of the Company.
- 7) An employee gives false reason for obtaining or extending a leave of absence.
- 8) Settlement has been made for total disability.
- 9) An employee has retired.
- 10) An Employee loses a required security clearance.
- 11) An employee has been in layoff status for twelve (12) months or is absent because of sickness or injury or similar cause for more than twelve (12) months.

**Section 4.** The seniority of employees promoted or assigned to jobs outside the Bargaining Unit shall be frozen at the level obtained at the time of such transfer or promotion, provided Section 3 criteria are met. In the event such employee returns, via an opening in the Bargaining Unit, within one (1) year he shall be entitled to whatever right and privileges his accumulated seniority as of the time of promotion or transfer out of the Bargaining Unit would entitle him without prejudice.

**Section 5.** When a job vacancy or new position occurs, the Company shall post a notice of the vacancy for five (5) working days. Any employee interested in such position shall submit a bid notice by utilizing the Company's Electronic Applicant System as listed on the posting, indicating his qualifications, and work experience for such position. The Company shall consider those employees who have submitted a bid notice for such position. If the Company determines that one of the employees is qualified, or more qualified than another employee(s), it shall assign that employee to such position. In the event the Company determines that more than one employee is equally qualified for such position, the employee with the most seniority, as defined herein, shall be assigned such position. The Company shall notify all bidders in writing of its decision concerning the vacancy. In the event no employee submits a bid notice for such position, or if the Company determines that no bidding employee is qualified for such position, then the Company may hire from any source to fill the position. The Company's determination of "qualifications" shall be subject to the grievance procedure. Those needing assistance with the online application process can seek assistance with Human Resources.

**Section 6.** Any employee who is awarded a job opening shall undergo a twenty (20) working day trial period to demonstrate proficiency in the new position to which he is assigned. Any employee who is awarded a job opening is expected to be qualified to perform the tasks of such job following initial break-in and instructions and guidance from supervision. If, during the twenty (20) day trial period, the Company determines that the employee cannot satisfactorily perform the requirements of the new job, he shall be returned to his prior position and shall receive the applicable rate for such position. Also, any employee affected as a result of the employee's returning to the former position will be returned to their former position.

**Section 7.** When a reduction of working forces becomes necessary, employees shall be retained by the Company in accordance with the definition of seniority set forth in this Article, and according to the number of employees the Company determines is necessary within each job classification for the reduced operations contemplated by the company. Recall of employees shall be accomplished by the same procedure in reverse. The Company shall give notification of openings for recall by registered certified mail to the last mailing address furnished by the employee. An employee recalled from layoff shall respond within three (3) workdays of receipt of the recall notice as to his intent to return to work. A copy of such notice shall also be sent to the Union. If no response is received by the Company within five (5) days from the date the notice is mailed, the next employee on the seniority list may be recalled and the notified employee will be terminated. If no qualified employee remains on the seniority list, a new employee may be hired or assigned to the open position. Failure of the employee to keep the Company advised in writing of his current correct address shall relieve the Company of all obligations indicated in this paragraph.

**Section 8.** Any employee within a particular job classification who is affected by a layoff within his job classification may bump based upon bargaining unit seniority, any less senior employee in any like or lower rated job classification provided the senior employee is qualified for the position. The employee will have twenty (20) working days to demonstrate proficiency within such classification.

#### **ARTICLE XIII - ABSENCE FROM WORK**

**Section 1.** Except for illness, injury or other reasons beyond their control, employees are expected to report for work as scheduled unless their Supervisor authorizes the absence. Unauthorized absences shall subject employees to appropriate disciplinary action.

**Section 2.** It is the responsibility of every employee who, for any reason is unable to report for work as scheduled, or who expects to report to work late, to notify their section Lead no later than the first hour of their shift, of the reasons thereof, indicating when he/she expects to report to work. If employees, for any reason, cannot reach their section Lead directly, the employee shall contact their Supervisor or the Human Resource Representative. Employees absent will make every reasonable effort to notify their Lead before their scheduled starting time. It is agreed and understood that circumstances beyond the immediate control of the employee may occur where such notification cannot reasonably be made during the first hour. In such cases, the employee will notify the Employer of such absences as soon as reasonably possible. The approval or disapproval of absences claimed as sick leave or annual vacation shall be based on the individual circumstances of each case; however, the Company will not unreasonably withhold approval, and will administer the provisions of this section in a fair manner. Failure to call in (in the absence of mitigating circumstances) may constitute a basis for discipline for not calling in, but in no instance shall failure to call in constitute a basis for denying pay to which the employee would otherwise be entitled.

#### **ARTICLE XIV - DISCIPLINE**

**Section 1.** The Company has the right to make, post and enforce reasonable rules and regulations for the orderly and efficient operation of the facilities and reasonable rules and regulations set forth by the Government. Advance copies of all new rules and regulations will be sent to the Union Representative.

**Section 2.** The Company will not use these rights to discriminate against Union or its members nor seek to contravene or circumvent provisions of the Agreement

**Section 3.** Disciplinary action shall be initiated by the Company and, where appropriate, the principle of progressive discipline shall be adhered to. The Company agrees to use progressive discipline on employees that violate Company and/or NASA rules and regulations.

- A. The First Step in discipline will be an oral warning. A record of this warning shall be maintained for a period of one (1) year from the date of the infraction. If within the one (1) year period a second infraction of the rules takes place, an employee shall receive a written warning which will carry a reckoning period of one (1) year. If during this reckoning period an employee is found guilty of another infraction, the penalty will be a suspension of one (1) to five (5) workdays without pay. The reckoning period for a suspension shall be one (1) year. Further infraction during this reckoning period may result in further suspension or termination.
- B. However, no warning will be issued and discharge may be immediate in cases which include, but are not limited to the following:
1. Drunkenness on the job or when reporting to work.
  2. Fighting on the job.
  3. Insubordination.
  4. Leaving job without relief or permission.
  5. Proven inefficiency resulting in major or costly damage.
  6. Stealing Company or Government property or using without permission, unless work related.
  7. An Employee is absent for three (3) days without previously notifying the Company except in case of extenuating circumstances.
  8. An Employee fails to return to work within five (5) calendar days of notice of recall given by the Company or by registered or certified mail.
  9. An Employee overstays a leave of absence without notifying the Company, except in cases of extenuating circumstances.
  10. An Employee engages in other employment during a leave of absence without obtaining prior permission of the Company.
  11. An Employee gives false reasons for obtaining a leave of absence.
  12. An Employee loses his clearance.
  13. An Employee has been in layoff status or is absent because of sickness or injury or similar cause for more than twelve (12) months, extension may be granted upon written request.
  14. An Employee who causes sabotage, theft, inflicting, or the intent to inflict bodily harm on another employee or agent of the Company or other job related personnel that is not in the performance of ones job.
  15. Unfocused chronic absenteeism.
  16. Sleeping on the job.
- C. All records of discipline will be removed from the employee's files after the reckoning period expires.
- D. Nothing in this Agreement shall be construed to prevent supervisory personnel, or other officials of the Company, from discussing any matter with any employee relating to that employee's relationship with the Company. However, if disciplinary action is taken, the employee shall then have the right, if he/she so elects, to have Union representation present.
- E. Any employee who has been disciplined by a suspension or discharge will be given an opportunity to contact a Steward before leaving the work place. An employee who is discharged must file within seven (7) calendar days after the discharge date, a written grievance if said employee feels aggrieved. If this is not done, all rights of recourse are forfeited.

F. Nothing in this Agreement shall excuse an employee from complying with lawful directives and instructions issued by the Company; however, this will not negate the employee's right to thereafter grieve such action, if the employee were otherwise entitled to grieve such action.

**Section 4.** Employees may review their own Personnel and discipline files maintained by the Company with reasonable notice and prior scheduling with the Human Resource Representative.

#### **ARTICLE XV - HOURS OF WORK**

**Section 1.** Eight (8) consecutive hours, exclusive of a lunch period of thirty (30) minutes, shall constitute a standard work shift. The standard work shift shall begin between the hours of 0600 and 0900; the standard lunch period shall be 30 minutes between 1130 and 1230. The immediate supervisor shall schedule lunch breaks to ensure department coverage.

**Section 2.** The standard workweek shall be from 0001 Saturday to 2400 the following Friday. The normal workday shall consist of eight (8) hours per day and the normal workweek shall consist of forty (40) hours of work per week, Saturday through Friday, inclusive. No provision of this Agreement shall be construed as a guarantee of any specified number of hours for work either per day or per week.

**Section 3.** The Company may for good and sufficient cause (to include NASA requirements) change the starting time of the work shift and/or the scheduled thirty (30) minute lunch period. When circumstances permit, the Company will provide reasonable advance notice to the Union or appropriate Union Steward. In any event, the Union will be notified as soon as possible. Employees who, because of the requirements of the work, are not afforded the time for lunch within one hour before or after their regularly scheduled lunch period, he or she will leave after eight (8) hours worked.

**Section 4.** When there is a requirement to staff a shift other than the standard work shift as defined in section 1 of this article, the following procedure shall be utilized: Qualified employees will first be canvassed to determine if sufficient volunteers exist. Such volunteers will be taken by seniority. If the number of volunteers does not meet the requirement, the least senior qualified employee will be assigned to the shift. Such assignment will be for thirty (30) days and the employee's new shift will not be disturbed during that period unless the Employer requests their services are no longer required on the new shift. Employees assigned to such shift shall receive sixty cents (\$.60) for all hours worked before or after the standard work hours in addition to their base hourly rate while assigned to such shift. The Employer agrees to give employees seventy-two (72) hours advance notice for shift changes of less than thirty (30) days duration. No shift changes will be made for the sole purpose of avoiding overtime.

#### **ARTICLE XVI - WAGES AND CLASSIFICATIONS**

**Section 1.** The rates of pay for employees within the bargaining unit will be those specified in Appendix "A" attached hereto and made part hereof. Wages shall be paid bi-weekly on Friday by 11:00 a.m. following the close of the payroll period unless delayed through no fault of the employer. If Friday is a holiday, payday will be on Thursday unless delayed through no fault of the employer.

**Section 2.** The Company shall have sole discretion in determining the number of employees and classifications thereof needed to perform the work covered by this agreement. This Agreement will not constitute a guarantee of any particular duties within any particular classification. Major changes or additions to existing duties within classifications shall be accomplished through negotiations between the parties.

**Section 3.** New classifications may be established by the Company to perform work required by the customer. The Company shall have the right to establish a temporary job title and rate of pay to any new classification subject to bargaining a final job title and wage rate with the Union.

**Section 4.** Current job descriptions covering employees within the bargaining unit shall remain in full force and effect and not be amended or changed except by mutual agreement of the parties. The Company shall supply the Union a current copy of all job descriptions, if available.



## **ARTICLE XVII - REPORTING TIME AND CALL-IN**

**Section 1.** An employee who reports as directed at his regularly scheduled starting time, unless notified in advance not to report, shall receive pay for not less than four (4) hours pay at his straight time base rate. If more than four (4) hours are worked, the employee shall receive pay for actual hours worked. Such paid hours not worked shall not be considered as time worked for the purpose of computing overtime.

**Section 2.** Section 1 shall not apply when such lack of work is due to an Act of God, sabotage, national emergency, strike or picketing of Company premises or other circumstances beyond the control of the Company. Also, Section 1 shall not apply if the employee involved reports for work in an unfit condition or is unable to perform said work for some other reason that is of his own responsibility.

**Section 3.** When work activity is reduced or cancelled due to inclement weather, employees required to report or remain on the job will receive one and one-half (1 ½) times their straight time rate in addition to any administrative pay received in accordance with the following. Employees scheduled but not required to work will receive their regular straight time rate, provided the Contracting Officer gives authorization for reimbursement.

**Section 4.** Employees who have left the job at the end of their regular shift and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid in accordance with other applicable provisions of this Agreement, but in no event less than the equivalent of four (4) hours' pay at one and one-half (1 ½) times their straight-time rate. If an employee is relieved of duty following the completion of the call out, and is called out within the original four (4) hours, a second premium will not be paid. Hours not worked but paid in lieu thereof shall not be considered as time worked for the purpose of computing overtime. Nothing in this Agreement, however, shall be construed to guarantee any specific number of hours of work, or pay in lieu thereof, to any employee who is required to perform overtime work connected to his regularly scheduled shift hours.

**Section 5.** Employees assigned to projects requiring "Stand-By" time will be paid four (4) hours at their applicable rate of pay for up to eight (8) hours of stand-by. Those employees required to stand-by during the weekend will be paid eight (8) hours for up to twelve (12) hours of stand-by. Employees on stand-by who are called in to work will be paid for any hours worked beyond the four (4) or eight (8) hour stand-by premium. If the employee on stand-by is called in a second time following the initial four (4) or eight (8) hour stand-by premium, a second 4 hour call-in will be paid. Employees on stand-by must be able to be onsite at their duty station within forty (40) minutes from receipt of notification to report.

## **ARTICLE XVIII - OVERTIME**

**Section 1.** It is recognized that from time to time it may be necessary for the Employer to assign employees to work overtime. The Employer will give advance notice when an overtime

requirement is known in advance. Notice will be given not later than noon Friday when the overtime involves Saturday or Sunday work, and not later than the end of the regular shift on the day preceding the day on which the overtime is to be worked when overtime involves the extension of a shift. When the Employer becomes aware of an overtime requirement the same day in which the overtime is to be worked, the employee(s) working the job may be required to work the job. If no employees are currently working the job, volunteers will be sought. If there are an insufficient number of volunteers, the least senior employee(s) will be required to fulfill the overtime requirement.

**Section 2.** Overtime assignments are to be made in a fair and equitable manner, based on the employee's classification. Nothing contained herein shall preclude the right of the Company to require a shift worker to work overtime when his relief does not show up. The Company agrees to keep records of all overtime assignments and to make such records available to the Union upon request.

**Section 3.** Overtime paid at one and one-half (1 ½) times the regular straight time hourly rate shall be paid for all hours paid to an employee in excess of ten (10) hours per day or forty (40) hours per week. Overtime work performed on Sunday shall be paid for at the rate of double time (2x).

**Section 4.** There shall be no duplication or pyramiding of overtime or premium pay under the provisions of this Agreement. Any such hours compensable under two or more provisions of this Agreement shall be paid at the higher premium rate of the two rates.

#### **ARTICLE XIX - HOLIDAYS**

**Section 1.** The following days shall be observed as holidays under this agreement.

New years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**Section 2.** An employee who works on one of the above listed holidays shall be paid at the rate of two times (2 X's) his straight time base pay for all hours worked on that holiday, in addition to any holiday pay for which he may be qualified to receive.

**Section 3.** A full time employee who is on the active payroll of the Company on a holiday recognized herein and who works his assigned schedule during that work week, except for being absent without a legitimate reason, shall receive eight (8) hours of holiday pay at his straight time pay rate. If any employee is scheduled or has agreed to work on a holiday, but fails to do so, he will receive no holiday pay unless he has a legitimate reason for not working.

**Section 4.** On days not recognized as holidays under Section 1 above, but where the government, because of Executive Order closes Federal Government Executive Departments and Agencies, employees shall charge their time in accordance with this Article. This provision does not apply to base closure due to inclement weather.

Employees required to work on a proclaimed holiday, will receive time and one-half his straight time pay rate in addition to any administrative pay he may be qualified to receive. The number of employees required will be restricted to the number essential to maintain required services. Employees scheduled but not required to work will receive their normal pay for the day.

**Section 5.** Holiday pay shall be included in computation of weekly overtime.

**Section 6.** Should any of the above holidays fall on Saturday or Sunday, the Company will observe the holiday on the preceding Friday or following Monday, respectively. The observance will be consistent with that of NASA Wallops and Company Policy.

## **ARTICLE XX – PERSONAL LEAVE**

**Section 1.** Each full-time employee shall accrue personal leave in accordance with following schedule.

<b>Length of Service</b>	<b>Accrued Hours <u>Biweekly</u></b>	<b>Annual Leave <u>Days</u></b>	<b>Maximum Carryover <u>Hours per year</u></b>
1 thru 5 years	4.62	15.00	120
6 thru 11 years	6.15	20.00	160
12 years plus	7.69	25.00	200

**Section 2.** Every reasonable effort will be made to accommodate the employee's preference, consistent with the operational needs of the Company and customer. Should a conflict arise between employees selecting the same leave periods, the senior employee shall have preference. In the event an employee(s) fails to exercise his right to schedule a personal leave during the aforesaid scheduling period, the company shall have the option to approve/disapprove employee (s) request for leave without regard to seniority based only upon a first come, first serve basis. Once the personal leave has been scheduled, changes shall only be made subject to mutual agreement between the Supervisor and the requesting employee. However, no changes will be made which affects the choice of a previously scheduled employee. Personal Leave shall be accrued on a biweekly basis and may be used accordingly with the Supervisors prior approval.

**Section 3.** When a holiday as defined in this Agreement falls within an employee's scheduled personal leave, those hours equivalent to the holiday will be charged to holiday and shall not be charged as personal leave hours.

**Section 4.** An employee who has accrued personal leave to his credit but who leaves the services of the Company shall be paid for such leave.

**Section 5.** Personal Leave may be carried over from year to year in accordance with the maximum carryover limits listed above. Any Personal Leave amounts over the maximum carryover limit will be paid out in January of the successive year.

**Section 6.** Personal leave shall be considered as time worked for the purpose of computing overtime.

**Section 7.** All personal leave is paid at the employee's then current straight-time hourly rate and shall be accounted for in increments of one-half (1/2) hour.

**Section 8.** New personal leave accrual rates for those employees moving to the next tier will become effective on the employee's anniversary date.

**Section 9.** In the event there is a change in Employers at the end of the contract term, the incumbent Employer shall payout any unused personal leave to up to the maximum carryover amounts listed above.



**Section 10.** In the event of a Presidential Proclamation or administrative order which results in an additional time off or base closure for the entire day due to inclement weather, an employee currently on vacation shall not be charged his/her vacation and the hours will be charged to the appropriate administrative leave account. For partial day base closings due to inclement weather, employees must be at work immediately following delayed openings or immediately prior to early closings to be eligible to charge to administrative leave accounts.

#### **ARTICLE XXI – SICK LEAVE**

**Section 1.** Employees covered by this Agreement and who have completed their initial review period shall accumulate sick leave credits of .77 hours for each week (1.54 hours biweekly) of continuous service with the Company. Sick leave may be used for provided proper notification has been provided to the Company. Sick leave may be carried over from year to year not to exceed 240 hours. The Company reserves the right to require proof of illness for any period of sick leave.

**Section 2.** Sick leave records will be kept by the Company for each employee covered by this Agreement. Such records will be made available to each individual employee upon request.

**Section 3.** Sick leave will be retained, but not accrued, during lay-off provided said layoff does not exceed twelve (12) months. Sick leave shall not be paid out to an employee upon termination.

**Section 4.** Any unused sick/personal leave may be carried forward to the subsequent contract year(s) or transferred to successor contractors.

#### **ARTICLE XXII - MILITARY LEAVE**

An employee in military service under the provisions of Federal and/or State law shall be returned to his job in accordance with those laws. Annual military leave shall be granted to employees not to exceed fifteen (15) calendar days and the Company agrees to pay the difference between military reserve basic pay, excluding B.A.Q. and any travel pay and other allowances received, and the employee's regular base pay, provided the employee has completed twelve (12) months of employment and the purpose of such leave is to satisfy a currently existing military obligation. The employee must present to his immediate supervisor a copy of his military orders or other certification stipulating the period of service and submit suitable certification as to the military pay received. There will be no delay in pay as a result of military reserve duty provided the employee has provided the required documentation upon return. Such paid hours not worked shall not be considered as time worked for the purpose of computing overtime.

#### **ARTICLE XXIII – JURY DUTY LEAVE**

Employees are allowed necessary time off with no loss of pay for Jury Duty, or participation in a court case or related administrative proceeding, as long as they are not a party to the legal action. Employees must submit their jury duty notice, summons, subpoena or other official court notice to Human Resources along with the request for leave of absence. The Company may require proof that an employee actually served on the stated jury panel along with hours and days served. Employees must report all monies excluding actual out-of-pocket expenses for meals, mileage, and parking to the Payroll Department. These monies will be deducted from employees' next paycheck. Temporary or part-time employees are not eligible for paid court leave. An employee will be allowed to use jury duty leave during their regularly scheduled shift until such time as their business with the court is completed. However, if it is reasonable to work either before or after jury duty, the employee is expected to report to work. For example, an 8-hour day shift employee is at jury duty from 8:00 a.m. until 12:00 p.m. the employee is expected to return to work for the

remainder of the shift. Such paid hours not worked shall not be considered as time worked for the purpose of computing overtime.

#### **ARTICLE XXIV - FUNERAL LEAVE**

In case of death of a member of the immediate family of an employee, the employee shall be granted a maximum of four (4) consecutive days off with straight time pay to attend the funeral of a spouse, children, stepchildren, parents. The employee shall be granted a maximum of three (3) consecutive days off with straight time pay to attend the funeral of stepparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandparents of spouse, grandchildren. It is understood that the employee must attend the funeral or services to be eligible for the wage loss reimbursement outlined in this article. In the event all or part of the funeral leave is taken during the employee's personal leave, the day(s) the employee would have otherwise been on personal leave will be considered as funeral leave and such employee shall receive funeral pay for the entitled hours. The Company may require reasonable proof of death under this Article. Such paid hours not worked shall not be considered as time worked for the purpose of computing overtime.

#### **ARTICLE XXV - LEAVE OF ABSENCE**

**Section 1.** When it is necessary for employees to leave their duty for the purpose of attending to their personal business, and provided reasonable notice has been given the Company, employees will be granted a leave of absence without pay, provided the absences do not unduly interfere with the efficient operation of the Company. Approval of a leave of absence is at the discretion of the Company. Such leave shall not exceed a period of six (6) months. The Company shall be under no obligation to any employee on leave of absence, except to return to work in accordance with the employee's seniority. It is mutually agreed and understood that leave will not be granted for the purpose of seeking different employment. All provisions of "Family Medical Leave Act" shall be enacted as written. Leave of absences will not be granted to an employee in order to retain employment while an employee is incarcerated.

**Section 2.** When it is necessary for employees to leave their duty for the purpose of attending Union business other than organizational activities, and provided that reasonable notice has been given to the company, employees will be granted leave of absence without pay. Such leave shall not exceed thirty (30) days but may be extended for additional time upon written request to the Company, if such further leave is feasible. In no event will Union Business leaves be granted to more than two (2) employees any one month unless on the negotiating team. The company shall be under no obligation to an employee on Union Business leave except to return to work in accordance with the employee's seniority. An employee granted a leave of absence shall accrue seniority while absent on such leave.

#### **ARTICLE XXVI – TERMINATION PAY**

Employees laid off by reduction in force due to contract end and who are not offered continued employment with the successor contractor, shall receive the following severance amounts. Severance amounts are based on continuous years of service with the Company to include tenure with a predecessor contractor.

<u>Years of Service</u>	<u>Severance Payout</u>
0-6 months	0
6 months – 1 year	1 weeks pay (40 hrs)
1 year – 3 years	2 weeks pay (80 hrs)
4 years – 5 years	3 weeks pay (120 hrs)
6 years +	4 weeks pay (160 hrs)

## ARTICLE XXVII – GOVERNMENT FURLOUGH

In the event of a Government furlough, employees that do not work will be compensated as directed and reimbursed by the Government; otherwise, it will be considered a layoff. The Government has the right to designate the essential functions that must be performed to protect the interest of the center. Essential employees that are required to report to work will be compensated at their regular hourly rate of pay unless otherwise directed and reimbursed by the Government.

## ARTICLE XXVIII - HEALTH AND OTHER INSURANCES

**Section 1.** The Company and the Employees will share the cost of health care premiums with the Company paying 80% and the Employee paying 20% of the monthly premium. Employees are required to sign up for employee health coverage unless proof of alternate insurance is provided to the Company. Current bi-weekly employee contributions are listed below.

<u>Coverage</u>	<u>Employee Biweekly Contribution</u>
Employee Only	\$27.94
Employee Spouse	\$62.26
Employee Child	\$37.90
Employee Children	\$55.06
Family	\$84.13

Waiver – Employees may opt to waive health insurance coverage and receive a waiver paid on a biweekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees may receive the following waivers:

Individual – \$500.00 per year

Dependent - \$500.00 per year

**Section 2.** Dental Insurance - The Company and the Employees will share the cost of dental premiums with the Company paying 80% and the Employee paying 20% of the monthly premium. Current bi-weekly employee contributions are listed below.

<u>Coverage</u>	<u>Employee Biweekly Contribution</u>	
	<u>High Option</u>	<u>Low Option</u>
Employee Only	\$2.61	\$2.26
Employee Spouse	\$5.23	\$4.53
Employee Child	\$5.10	\$4.42
Employee Children	\$5.75	\$4.98
Family	\$7.84	\$6.79

**Section 3 – Life, AD&D, STD and LTD** - The Company will provide the following insurances to each full time employee:

- A. Life Insurance in an amount equal to one times (1X's) annual salary rounded up to the nearest thousand dollars (\$1,000).
- B. Accidental Death and Dismemberment (AD&D) Insurance in an amount equal to one times (1X's) annual salary rounded up to the nearest thousand dollars (\$1,000).

- C. Short Term Disability Insurance equal to sixty percent (60%) of weekly earnings to a maximum benefit of five hundred dollars (\$500) per week. The elimination period for sickness and injury is seven (7) days. The duration of benefit is twelve (12) weeks.
- D. Long Term Disability Insurance equal to sixty-six and two-thirds (66 2/3<sup>ths</sup>) of monthly earnings to a maximum of two-thousand, five-hundred dollars (\$2,500) per month. The elimination period is ninety (90) days.

#### **ARTICLE XXIX - PENSIONS**

**Section 1.** The Company shall contribute the amounts listed below per hour for each hour worked up to 40 hours per week and 2080 hours per year, for each employee in the bargaining unit to the IAM National Pension Fund, Benefit Plan A. Personal Leave and Holiday shall be considered as hours worked for the purpose of this Article.

	April 5, 2008	April 4, 2009	April 3, 2010	April 2, 2011
Pension \$	3.00	\$ 3.10	\$ 3.20	\$ 3.30

**Section 2.** Contributions shall be made no later than the twentieth (20<sup>th</sup>) of each month covering the payroll periods ending the previous month.

**Section 3.** This Article contains the entire agreement between the parties regarding pensions and retirements and no oral or written modifications of this agreement shall be binding upon the Trustees of the IAM National Pension Fund, unless the Trustees consent thereto in writing. No grievance procedure settlement or arbitration decision with respect to the contribution payment obligation under this Agreement shall be binding upon the Trustees of the Pension Fund, unless the Trustees consent thereto in writing.

#### **ARTICLE XXX – TRAINING & TUITION**

The Company shall provide employees covered by this Agreement the opportunity to receive both on-the-job and outside education and training to maintain their level of proficiency, learn new methods and procedures, upgrade skills and have the opportunity to qualify for internal promotions in their particular career field.

**Section 1.** The Company shall provide on-the-job training for employees under the following conditions:

- A. When required to certify new employees or to recertify current employees who are otherwise qualified.
- B. When operating equipment, systems, or operational methods change, employees will receive hands-on and/or classroom training. Training of this type will be provided only to those employees directly affected by the change.

**Section 2.** All on-the-job training will be provided on Company time at no cost to the employee.

**Section 3.** The Company shall reimburse employees for outside education or training that is off-site and on the employees' own time under the following conditions:

- A. The training is directly related to the employee's current position or career field.
- B. The training is provided by accredited institutions.
- C. Application for reimbursement is made and approved by the Company prior to the course start date.
- D. The employee provides documentation of satisfactory course completion.
  - 1. The Company will reimburse 100% of tuition cost for grades of "C" and above. A grade of "D" and lower is considered unsatisfactory and reimbursement shall not be made.
  - 2. For courses that are pass/fail or satisfactory/unsatisfactory, the reimbursement will be 100% of the tuition cost if the employee receives a pass or satisfactory on the course.

#### **ARTICLE XXXI - DRUG POLICY**

**Section 1.** The Union and the Company agree to attempt to establish a drug free work place in accordance with WICC contract requirements. Both parties recognize the requirement for an employee to be drug free as a condition of employment and continued employment. The Company and the Union are committed to this end to foster safety, productivity, and compliance with Federal, State and local statutes. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is strictly prohibited in the work place.

**Section 2.** In accordance with the Company's Policy and Procedures, all applicants offered employment with the Company must successfully pass a Drug Screen Urinalysis test prior to being hired.

**Section 3.** Until such time that the parties negotiate a Substance Abuse memorandum, the Company's Drug and Substance Abuse Policy shall be followed.

#### **ARTICLE XXXII - BULLETIN BOARD**

The Company agrees to furnish a bulletin board located in the work area where employees normally check in and out for the use of the Union for posting of matters relating to Union meetings of non-controversial, non-political nature only. All such notices as posted by the Union shall be signed by an authorized Union representative. The Company will post all job openings on the bulletin board in accordance with this Agreement.

#### **ARTICLE XXXIII - NON-BARGAINING UNIT EMPLOYEES WORKING**

**Section 1.** Work normally and historically performed by bargaining unit employees will not be contracted out, or assigned to excluded employees, where such action would adversely affect unit employees' employment. Adversely affected, as used in the context of this Article, shall be interpreted to mean: layoff, failure to recall, failure to promote, and the temporary assignment of an excluded employee to work within a classification where qualified employees regularly holding the classification are reasonably available to perform the work. It is recognized by the parties that business reduction situations may occur necessitating a reduction in force. It is not the intent herein to recall employees for temporary increases in workload that will not support full time employment. Should such situations arise, the Company may utilize existing personnel to meet peak workload conditions providing NASA has authorized the overtime pay. However, it is agreed

that where workload commitments will support recall of employees on layoff, such action will be taken.

**Section 1.** No bargaining unit employee shall be expected to provide training that may allow non-bargaining unit employees to do his or her job.

#### **ARTICLE XXXIV - PART TIME AND TEMPORARY EMPLOYEES**

**Section 1.** Nothing herein shall be construed as prohibiting the Company from utilizing relief employees during the absence of regular full time employees and for peak workloads.

**Section 2.** Part time employees shall serve an initial review period of sixty (60) workdays.

**Section 3.** Part time and temporary employees shall receive the same rate of pay as full time regular employees, but shall not be entitled to receive any benefits provided for in this agreement.

**Section 4.** Part time and temporary employees who are required to work on a holiday shall receive one and one-half (1 ½) his straight time base pay for all hours worked on that holiday.

#### **ARTICLE XXXV SUCCESSORSHIP**

**Section 1.** The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment by the Company of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company. It being the intent of this article to promote industrial peace and harmony, to insure continuity of employment and representation, to maintain the current prospective level of wages, benefits, and working conditions contained herein and further to protect the gains made in said wages, benefits, and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this bargaining unit.

**Section 2.** It is expressly agreed between the parties that the terms of this Agreement and any accrual benefits are binding on any successor contractor or successor employer to the WICC contract at NASA Wallops Flight Facility whether said successor takes over all or part of these operations. Specifically, but without limitation, accrued but untaken sick leave shall continue as an obligation of any successor contractor or successor employer, and the employees covered by the collective bargaining agreement shall continue to have their individual credit with said successor the full amount of sick leave accrued, and shall continue to accrue benefits of this article. The Union will be responsible for enforcement of this provision.

#### **ARTICLE XXXVI - SUPERSEDING EFFECT OF AGREEMENT**

It is expressly agreed and understood that the wages, working conditions and fringe benefits provided in this Agreement are in lieu of any and all wages, working conditions and fringe benefits of any kind previously provided by the Company or its predecessor for employees within the bargaining unit.

#### **ARTICLE XXXVII - COMPLETE AGREEMENT**

**Section 1.** This agreement contains the entire understanding between the parties hereto. This Agreement supersedes all other prior written, oral or other agreements and/or understandings between the parties, including but not limited to, agreements or understanding resulting from the

past practice of the parties. This Agreement shall be deemed to have incorporated all matters considered by the parties to have been an appropriate subject of bargaining.

**Section 2.** This Agreement shall not be deemed to have been amended, superseded, supplemented, changed, altered or modified in any manner except by the written agreement of the authorized representatives of the parties hereto.

**Section 3.** The waiver of, or any breach of conditions of this Agreement, by either party, shall not constitute a precedent in the future enforcement of all terms and conditions herein. Any additions, deletions, changes, amendments, or waivers whatsoever affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing, and shall not otherwise be subject to arbitration or negotiation. Further provided that any such modification of this Agreement shall be mutually agreed upon and signed by both parties and shall be coterminous with this Agreement.


#### ARTICLE XXXVIII - DURATION

**Section 1.** This Agreement shall become effective April 1, 2008, and shall remain in full force and effect until March 31, 2012, and from year to year thereafter unless either party shall, no more than ninety (90) days and at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to renegotiate the current contract. The parties shall mutually agree to meet within fifteen (15) days after receipt of such notice for the purpose of negotiating a new agreement.

**Section 2.** No Agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by an employee, or group of employees with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

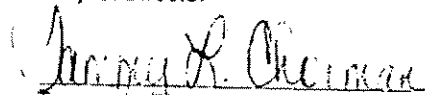
IN WITNESS WHEREOF the parties hereto have executed this agreement this 7<sup>th</sup> day of March 2008.

**For the Employer:**

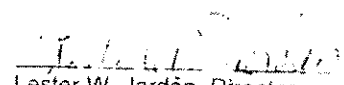
 **EG&G Technical Services**



Clayton S. Wetzel, III  
Project Director



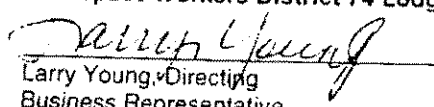
Tammy L. Chorman  
Logistics Manager



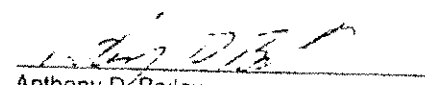
Lester W. Jordan, Director  
Employee & Labor Relations

**For the Union:**

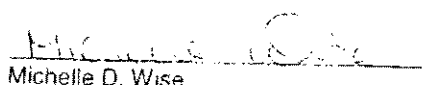
**International Association of Machinist and  
Aerospace Workers District 74 Lodge 2552**



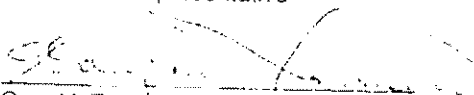
Larry Young, Directing  
Business Representative.



Anthony D. Bailey  
Committee Representative



Michelle D. Wise  
Committee Representative



Gary M. Townsend  
Committee Representative

APPENDIX A - WAGES SCHEDULE

Section 1. Wage Schedule

Classifications	April 5, 2008	April 4, 2009	April 3, 2010	April 2, 2011
Property Management Specialist	\$16.54	\$17.03	\$17.54	\$18.07

**Section 2.** The Company will reimburse employees who require Commercial Driver's License (CDL's), certifications, and recertifications. Physicals shall be provided by the Company at the Wallops Health Unit (or similar doctor's office if the company elects) at no cost to the employee.

**Section 3.** Employees designated by the Company as Lead, shall be paid a premium of seventy-five cents (\$.75) per hour above the highest classification within the group being lead.

**Section 4.** ECS Technicians performing fiber optic work shall receive an additional \$.50 per hour.

**Section 5.** Employees assigned to drive vehicles outside the confines of Wallops Station during regular mealtime, which occurs before, during, or after regular work hours, shall be reimbursed for meals. This reimbursement will be made for assignments off the station necessitating the purchase of meals. The per diem rate and mileage rate will be in accordance with the current Joint Travel Regulations. For each six-hour period the employee is on travel status, one-fourth of the meals and incidental rate shall be allowed. The quarters are reflected as follows:

First Quarter – 0001 – 0600 hrs  
Second Quarter – 0601 – 1200 hrs

Third Quarter – 1201 – 1800 hrs  
Fourth Quarter – 1801 – 2400 hrs

**Section 6.** The Company will make every effort to provide reimbursement within 30 days of paperwork submission for sections 2 and 5 above.



